

## GENERAL DELIVERY TERMS

Automation4B B.V.

Filed with the Chamber of Commerce at Amsterdam on April 7, 2022 under number 34317272 Version A4B-4-2

### Article 1. Definitions

In these general terms and conditions of delivery, the following terms shall have the following meanings:

**Supplier:** Automation4B BV as a supplier of consultancy services (advice) and / or information products or parts thereof, in the field of IT, who uses these general delivery terms when entering into an agreement.

**Client:** a client and buyer of consultancy services (advice) or buyer of predefined information products or parts thereof, in the field of IT, the other party of the supplier.

### Article 2. Applicability of these conditions

2.1. These terms and conditions apply to every offer and every agreement between the supplier and a client to which the supplier has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.

2.2 Any terms and conditions of the client shall not be applicable unless expressly accepted by the supplier in writing as a substitute for his own terms and conditions.

2.3 Agreements and further agreements, which are not entered into in writing, are only binding for the supplier after written confirmation by the supplier.

2.4. The present conditions shall also apply to all agreements with the supplier for the execution of which third parties must be involved.

### Article 3. Execution of the agreement

3.1 The supplier shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

3.2 If and to the extent required for the proper execution of the agreement, the supplier shall be entitled to have certain work carried out by third parties.

3.3. The client shall ensure that all data indicated by the supplier as being necessary or which the client should reasonably understand to be necessary for the execution of the contract shall be provided to the supplier in good time. If the information required for the execution of the contract is not provided to the supplier in good time, the supplier shall be entitled to suspend execution of the contract and/or to charge the client for the additional costs arising from the delay in accordance with the customary rates.

3.4 The supplier is not liable for damage, of whatever nature, if the principal has provided incorrect and/or incomplete data, unless this incorrectness or incompleteness should reasonably have been known to him.

### Article 4. Contract duration; term of execution

The agreement is entered into for a definite period, unless contractually agreed otherwise.

### Article 5. Amendments to the agreement

5.1 If during the execution of the agreement it appears that for a proper implementation it is necessary to change or supplement the work to be performed or products to be delivered, parties will timely and in mutual consultation adapt the agreement accordingly.

5.2 The client must in any case inform the supplier at least 1 month before the completion of the execution of an IT consultancy service whether or not extension of the contract is desired.

5.3 If the parties agree that the contract shall be amended or supplemented, this may influence the time of completion of the execution. The supplier shall inform the client of this as soon as possible. In the case of an IT consultancy service, any extension of service provision shall consist of a minimum of 1 month with the agreed deployment in hours per month.

5.4 If the change or supplement to the agreement has financial and/or qualitative consequences, the supplier will inform the client about this in advance.

5.5 If a fixed fee has been agreed, the supplier shall indicate the extent to which the amendment or supplement to the contract will result in this fee being exceeded.

5.6 Contrary to paragraph 4, the supplier shall not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to him.

### Article 6. Confidentiality

Both Parties shall be bound to secrecy of all confidential information they have acquired within the scope of their Agreement from each other or from another source. Information is considered confidential if the other party has indicated so or if this follows from the nature of the information.

### Article 7. Intellectual property

7.1 Notwithstanding the provision of Article 6 of these terms and conditions, the Supplier shall retain the rights and powers under the Copyright Act.

7.2 All documents provided by the supplier, such as reports, recommendations in any digital form whatsoever, designs, sketches, drawings, manuals and software, are exclusively intended to be used by the client and may not be commercially reproduced, made public or brought to the notice of third parties by the client without the prior consent of the supplier.

7.3. The supplier also retains the right to use the knowledge gained from the execution of the work for

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other purposes, to the extent that no confidential information is brought to the attention of third parties in the process.

### Article 8. Termination

8.1 Either party may terminate the Agreement in writing at any time. In that case, the parties must observe a notice period of at least one month.

8.2 In the event of premature termination of a contract with a duration of more than 3 months by the client, 50% of the agreed hours still to be performed after these 3 months, over the remaining duration of the contract, will be charged.

8.3 In the event of early termination of a contract for the supply of fixed price products by the client, costs will be charged proportionally for the products that have already been supplied, with a minimum of 50% of the agreed fixed total amount in the contract.

### Article 9. Dissolution of the agreement

9.1 The claims of the supplier against the client are immediately due and payable in the following cases:

- If, after the conclusion of the agreement, the supplier learns that circumstances give the supplier good reason to fear that the client will not meet his obligations;
- If, when concluding the contract, the supplier asked the principal to provide security for the fulfilment of his obligations and this security is not provided or it is insufficient.

9.2 In the aforementioned cases the supplier shall be authorised to suspend further implementation of the contract or to dissolve the contract without prejudice to the supplier's right to claim damages.

9.3 Exceeding an agreed delivery period does not give the client the right to cancel the contract or to refuse to pay for services unless the client has still set the supplier a reasonable period for delivery and the supplier has failed to meet its obligations within this period.

### Article 10. Defects; complaint periods

10.1 The client must notify in writing any complaints about the work carried out or products supplied within 8 days of discovery, but at the latest within 30 days of the completion of the work in question or the delivery of products.

10.2 If a complaint is well-founded, the supplier shall as yet carry out the work as agreed or rectify the complaints about the quality of the products supplied, unless this has meanwhile become demonstrably pointless for the client. The latter must be made known by the client in writing.

10.3 If it is no longer possible or meaningful to still perform the agreed services, the supplier will only be liable within the limits of article 14.

### Article 11. Fee

11.1 When the Agreement is concluded, the Parties shall agree on an hourly rate with a number of hours per week or a price per information (sub)product(s). The hourly rate and prices are exclusive of VAT.

11.2 For orders for consultancy services with a duration of more than 1 month, the costs owed will be charged monthly.

11.3 In case of delivery of information supply (sub) product(s), the agreed prices will be charged at the time of delivery.

### Article 12. Payment

12.1 Payment must be made within 30 days of the invoice date, in a way to be indicated by the supplier and in the currency in which the invoice was made.

12.2 If payment is not made after the 30-day payment period from the invoice date, the client shall be in default.

12.3 From the moment of default of timely payment, an interest rate of 1% per month over the amount due will be charged unless the statutory interest rate is higher, in which case the statutory interest rate shall apply.

12.4 In the event of the liquidation, bankruptcy or suspension of payment of the client, the claims of the supplier and the obligations of the client towards the supplier shall be immediately due and payable.

12.5 Payments made by the client shall always serve first to settle all interest and costs due, secondly to settle due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

### Article 13. Collection costs

13.1 If the client is in default or breach of contract with respect to one or more of his payment obligations, then all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the client. In any case the client is due

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|--------------------------------------|-----|
| - on the first € 10.000,-            | 15% |
| - for the remainder up to € 25.000,- | 10% |
| - for the excess up to € 50,000.00   | 5%  |
| - for the remainder                  | 2%. |

13.2 If the supplier demonstrates that he has incurred higher expenses, which were reasonably necessary, these shall also be eligible for compensation.

### Article 14. Liability

If the Supplier is liable, that liability shall be limited as follows:

14.1 The Supplier's liability, insofar as it is covered by its liability insurance, shall be limited to the amount of the payment made by the insurer.

14.2 If, in any given case, the insurer makes no payment or if the loss is not covered by the

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insurance, the supplier's liability shall be limited to the invoice value of the order, or at least of that part of the order to which the liability relates.

14.3 In the event of an assignment with a duration of more than six months, the liability shall, contrary to the provisions of paragraph 2 of this article, be further limited to the part of the fee still due for the last six months.

14.4 The supplier shall not be liable for damage as a result of errors in the work carried out unless the client demonstrates that this damage is the immediate result of an error on the part of the supplier which can be attributed to him and which has not been caused or promoted by acts or omissions on the part of the client and which the client could not have prevented or limited. In that case the supplier shall correct the error - to the exclusion of further claims by the principal - without charging extra costs for that.

14.5 The supplier shall never be liable for consequential losses, such as trading losses.

### **Article 15. Force majeure**

15.1 In these general terms and conditions, force majeure is understood to mean all external causes, not foreseen, over which the supplier cannot exercise any control, but as a result of which the supplier is unable to fulfil its obligations. This shall include strikes at the supplier's company and illness of deployed workers.

15.2 Force majeure is equated with unforeseen circumstances with regard to persons and/or materials used or usually used by the Supplier in the execution of the Agreement, which are of such a nature that the execution of the Agreement becomes impossible as a result, or so difficult and/or disproportionately expensive that the Supplier cannot reasonably be expected to comply with the Agreement promptly.

15.3 The Supplier shall also be entitled to invoke force majeure if the circumstance preventing (further) performance arises after the Supplier should have performed its obligation.

15.4 During force majeure, the Supplier's obligations shall be suspended. If the period in which fulfilment of the obligations by the supplier is not possible because of force majeure lasts longer than 2 months, both parties shall be entitled to dissolve the agreement without any obligation to pay compensation in that case.

15.5 If the supplier has already fulfilled its obligations in part when the force majeure occurs, or can only partially fulfil its obligations, it shall be entitled to separately invoice the part already fulfilled or, as the case may be, the part that can be fulfilled, and the

supplier shall be entitled to dissolve the agreement without any liability to compensation for damages. If, when the situation of force majeure arises, the supplier has already fulfilled part of its obligations or can only partially fulfil its obligations, it shall be entitled to invoice the part already fulfilled or workable separately and the client shall be obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already performed or executable part has no independent value.

### **Article 16. Settlement of disputes**

The court in the supplier's place of residence has exclusive jurisdiction to hear disputes. The supplier nevertheless has the right to summon the other party before the court which has jurisdiction according to the law.

### **Article 17. Applicable law**

Dutch law applies to every contract between the supplier and the client.

### **Article 18. Modification and location of the terms and conditions**

These terms and conditions are filed with the Chamber of Commerce in Amsterdam. The most recently filed version or the version as applicable at the time of the conclusion of the agreement for the execution of a consultancy assignment or the delivery of IT products, always applies.